

No. 4959-3Lab-77/13843.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workman and the Management of M/s Ameeteep Machine Tools, Pvt. Ltd., 14/0, Mathura, Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 77 of 1976

between

SHRI RADHA RAMAN WORKMAN AND THE MANAGEMENT OF M/S AMEETEEP
MACHINE TOOLS, PVT. LTD., 14/0, MATHURA ROAD, FARIDABAD

Present:

Shri Ram Murti Sharma, for the workman.

Shri K. P. Aggarwal for the management.

AWARD

By order No. ID/FD/32-A-76/16177, dated 5th May, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Ameeteep Machine Tools, Pvt. Ltd. 14/0, Mathura Road, Faridabad and its workman Shri Radha Raman, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shri Radha Raman Chaudhry was justified and in order?
If not, to what relief is he entitled?

On receipt of the reference, notices were issued to the parties. The parties filed their pleadings. On the pleadings of the parties, the following issues were framed on 9th November, 1976.

- (1) Whether the termination of services of Shri Radha Raman Choudhary workman concerned was justified and in order? If not, to what relief is he entitled?
- (2) Whether the workman concerned abandoned the services of his own? If so, to what effect,

The case was fixed for the evidence of the management. Thereafter the case was adjourned 4 times for one or the other reasons. On 8th April, 1977 the representative of the management stated that a compromise has been affected between the parties but the representative of the workman stated that he had no instructions from the workman. Hence the case was adjourned only for the representative of the workman to take instructions from the workman regarding the settlement or compromise. On the date fixed the representative of the workman stated that he had no instructions from the workman and he did not want to appear in the case on behalf of the workman and thereafter he did not appear. The learned representative of the management produced settlement marked A by which the workman agreed to receive a sum of Rs. 300 only in full and final settlement of all his claim and agreed that on payment of the said sum he had no right to reinstatement or re-employment. The learned representative of the management also showed a receipt duly executed by the workman in token of having received the sum of Rs. 300 only. The receipt was returned to the representative of the management as he had prayed for that, stating that it shall be needed by the Auditor, hence the receipt was returned to him. I have seen the settlement marked 'A'. It corroborate what the representative of the management stated. I, therefore, give my award as follows:—

“That the termination of services of the workman concerned was justified and in order? He is not entitled to any relief whatsoever. He had already received a sum of Rs. 300 according to the settlement.

Dated the 11th May, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 477, dated the 20th May, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 20th May, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

P. P. CAPRIHAN,

Financial Commissioner and Secy.

WELFARE OF SCHEDULED CASTES & BACKWARD CLASSES DEPARTMENT

The 2nd June, 1977

No. 1294-SW4-77/1887.—Whereas it is expedient to grant subsidy for the construction or repair of Chaupals primarily meant for use by the members of Scheduled Castes which will be open to other castes as well.

Now, therefore, the President of India is pleased to make the following rules which shall come into force from the date of their publication in the Haryana Government Gazette.

1. *Short title.*—These rules shall be called the Haryana Grant of Subsidy (Construction and Repairs of Chaupals) Rules, 1977.

2. *Definitions.*—In these rules unless the context otherwise requires :—

- (a) 'Director' means the Director, Welfare of Scheduled Castes and Backward Classes, Haryana.
- (b) 'Government' means the Government of the State of Haryana in the Administrative Department ;
- (c) 'District Welfare Officer' means the District Welfare Officer for the Welfare of Scheduled Castes & Backward Classes in the District.
- (d) 'Subsidy' means the grant given by the Government for Chaupals in accordance with these rules.

3. *Eligibility.*—(1) The subsidy for the construction of new Chaupal shall only be given in those villages where site for construction shall be provided free of cost by the Gram Panchayat/Harijan Panchayat and where it is undertaken to make a matching contribution in the shape of cash/voluntary labour/building material etc.

(2) The subsidy shall be granted on the condition that the Chaupals shall be constructed after the plan estimates submitted by the Village Level Managing Committee through the District Welfare Officer concerned have been approved by the Director, Welfare of Scheduled Castes and Backward Classes, Haryana.

4. *Limit of Subsidy.*—The maximum subsidy that may be given for the construction of a new Chaupal or for completing an incomplete Chaupal or for carrying out repairs to an existing chaupal will be as under :—

- (i) For the construction of a new Chaupal .. Rs. 5,000
- (ii) For repairs to an existing chaupal or completing an incomplete existing chaupal .. Rs. 2,000 or less depending upon the actual need

5. *Village Level Managing Committee.*—(1) The amount of subsidy shall be placed at the disposal of village Level Managing Committee consisting of the following members :—

- (i) District Welfare Officer .. Chairman
- (ii) Block Development Officer .. Vice-Chairman (Implementing Officer)

- | | |
|--|---|
| (iii) Tehsil Welfare Officer | .. <i>Ex-Officio</i> Treasurer-cum-Member-Secretary |
| (iv) Chairman Block Samiti | .. Member |
| (v) A Sarpanch or a Panch or a Municipal Commissioner or a master of a Government School belonging to Scheduled Castes | Member |
| (vi) Two other Scheduled Caste residents of the area to be nominated by the Deputy Commissioner concerned | Members |

2. The amount shall be utilised exclusively for the specified purpose for which it is given and the Village Level Committee shall be responsible for the correct utilisation of the funds sanctioned by the Government.

(3) The Village Level Managing Committee shall select site for the construction of a new Chaupal.

(4) The Committee shall arrange for the matching contribution in the shape of cash or voluntary labour or building material etc.

6. *Procedure for making application and verification thereof.*—(1) Application for the grant of subsidy for the construction of new Chaupal, or for completing an incomplete Chaupal, or for carrying out repairs to an existing Chaupal shall be submitted in the prescribed form (Annexure 'A') by the intending Scheduled Caste applicants to the Director through the District Welfare Officer concerned.

(2) On receipt of an application it will be entered in the receipt register maintained in the office of the District Welfare Officer concerned

(3) It shall be the duty of District Welfare Officer concerned to forward the application with his report to the Director for according sanction.

7. *Power to sanction subsidy.*—(1) The Director shall issue sanction and inform the District Welfare Officer concerned for necessary action.

(2) The construction shall be completed within a period of one year from the date of disbursement of the amount. In case of non-availability of raw material, etc., the Government may extend this period up to one and half year.

(3) The utilisation certificate in respect of every sanctioned grant shall be sent to the Accountant-General, Haryana, by the District Welfare Officer concerned after the receipt of completion certificate from the Village Level Managing Committee which in no case shall be later than one and a half year from the date of its drawal from the Treasury.

(4) Immediately after the completion of work and in no case later than three months from the date of completion of work, the Village Level Managing Committee shall send to the District Welfare Officer concerned on a plain paper, a sketch of the actual building showing the dimensions and area of each room/varandah constructed, details of the repair work got completed out of the subsidy sanctioned under clause 4(ii) with the amount of the subsidy and also the details with regard to the matching share/contribution. The sketch shall be accompanied by the relevant supporting vouchers and complete accounts of the expenditure incurred.

(5) The amount of the subsidy sanctioned shall be paid to the Chairman of the Village Level Managing Committee in lump sum and shall be released to *Ex-officio* Treasurer-cum-Member-Secretary by the Village Level Managing Committee in one instalment.

8. *General.*—(1) The Chaupal shall be open to be used by general public as well.

(2) The District Welfare Officer or any other Officer of the Department shall be competent to inspect the construction of the works.

(3) The ownership of the building shall vest with the Government for five years after its completion.

(4) After the completion of the building Village Level Managing Committee shall appoint a caretaker belonging to a Scheduled Caste and who shall be a resident of the village for keeping custody of the building on behalf of the Committee. The Village Level Managing Committee shall be responsible for the proper

use of the building and for its proper maintenance by undertaking repairs, etc., where required. After five years of completion of the building the ownership shall be transferred to the Village Level Managing Committee.

9. *Arbitration.*—All disputes and differences arising out of or in any way touching or concerning the agreement in annexure 'B' shall be referred to the arbitration of the Director, acting as such at the time of reference. There will be no objection to such appointment that the Arbitrator so appointed is a Government servant and he had to deal with the matter to which the agreement relates, and had expressed views on all any of the matters in dispute of difference. The award of such Arbitrator shall be final and binding on the parties of the agreement deed.

ANNEXURE 'A'

APPLICATION FOR THE GRANT OF SUBSIDY FOR THE CONSTRUCTION OF CHAUPALS

1. Name of the Village, P.O. and Tehsil.
2. Names of the Sarpanch, Panch, Municipal Commissioner or master of Government School belonging to Scheduled Castes.
3. Population of the Scheduled Castes in the village.
4. Whether the members of Scheduled Castes have got their own site for the construction of Chaupals (if so rough sketch may be attached).
5. Whether the applicants will comply with any general or special orders of the District Welfare Officer relating to the construction work of the building of the Chaupal and shall execute an agreement in the prescribed form for this purpose.
6. Is there any other Chaupal in the village for members of Scheduled Castes.
7. Approximate estimate total cost of the Chaupal.
8. Amount required as subsidy (Not to exceed Rs. 5,000).
9. Whether the applicants will make (equal) matching contribution in the shape of cash or voluntary labour or building material, etc.

Signature of the applicants.

DECLARATION

We, the residents of village _____, P.O. _____, Tehsil _____, District _____ do hereby solemnly declare and affirm that the above information/particulars are correct to the best of our knowledge and belief and that nothing has been concealed.

Signature of applicants.

ANNEXURE 'B'

AGREEMENT FORM UNDER VILLAGE CHAUPAL SCHEME

I _____, in the capacity of Chairman of the Village Level Managing Committee of the Chaupal of Village _____, Tehsil _____, District _____, have received Rs. _____ on behalf of the Village Level Managing Committee of the village which have been sanctioned by the Government to construct/repair of a chaupal or to Complete an existing Chaupal. This amount will not be brought on accounts of the Gram Panchayat.

I, along with members of the Village Level Managing Committee whose signatures also appear on this agreement undertake as following :—

- (1) The amount will be utilised exclusively for the construction, repairs or completing an existing incomplete Chaupals.
- (2) The project will be completed within a period of one year from the date of disbursement of amount of subsidy. The accounts along with original voucher will be maintained by the Village Level Managing Committee whose members will be jointly as well as individually responsible for the correct utilisation of the funds sanctioned by the Government.
- (3) The Chaupal shall be constructed after the plan and estimates submitted by the Chairman, Village Level Managing Committee have been approved by the Director
- (4) After completion of the Chaupal and in no case later than three months from the date of completion of work the Chairman concerned shall send to the District Welfare Officer on a plain paper a sketch of the actual building showing the dimension and area of each room, verandah constructed with the amount of subsidy and also details of record of the matching contribution. The sketch shall be accompanied by the relevant supporting vouchers and complete accounts of the expenditure incurred.
- (5) In case, the Village Level Managing Committee fails to render the proper account or misuse the whole or part of the amount on some other work, each member of the committee shall be individually and jointly responsible for reimbursement of funds.
- (6) The site for the construction of Chaupal which would be either in the middle of the Harijan Basti or near the Scheduled Castes Abadi will be provided free of cost by the Gram Panchayat/ Harijan Panchayat. The Village Level Managing Committee will also make matching contribution in the shape of cash or voluntary labour or building material etc.
- (7) The Chaupal so far constructed will be open to general public for all Castes and creeds and will not be exclusively for Harijans.
- (8) The District Welfare Officer or any other Officer of the Welfare Department will be allowed to pay visit to watch the construction work and to inspect the building afterwards in order to ensure that the Chaupal is being properly maintained and used.
- (9) The Village Level Managing Committee will also undertake to keep building in good condition and to make rules for regulating its use.
- (10) The ownership of the building shall vest with the Government for five years after completion.
- (11) All disputes and differences arising out of or in any way touching or concerning this deed shall be referred to the sole Arbitration of the Director, Welfare of Scheduled Castes and Backward Classes, Haryana, acting as such at the time of reference. It will be no objection to such appointments that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government servant he had expressed view on all or any of the matters in dispute or differences. This award of such arbitrator shall be final and binding on the parties of this deed.

1. Witness

Signature of the Chairman.

2. Witness

Signature of the members.

Attested

Signed by—

District Welfare Officer.

Director, Welfare of Scheduled
Castes and Backward Classes,
Haryana for and on behalf of the
Governor of Haryana.

Dated Chandigarh :

The 27th May, 1977 .

M. SETH,
Commissioner and Secy